

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
HSR16-23	3
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California High-Speed Rail Authority
CONTRACTOR'S NAME
City of San Jose
- The term of this Agreement is October 17, 2016 through June 30, 2021
- The maximum amount of this Agreement after this amendment is: \$869,688.22 Eight Hundred Sixty-Nine Thousand, Six Hundred Eighty-Eight Dollars and Twenty-two Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- STD 213A, Section 2 is amended to extend the term and shall read as follows:
"The term of this Agreement is October 17, 2016 through June 30, 2021"

STD 213A, Section 4, is continued on the following pages.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>City of San Jose</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Toni Taber, Chief Clerk</u>		
APPROVED AS TO FORM		
ADDRESS <u>200 East Santa Clara Street, San Jose, CA 95113</u>		
STATE OF CALIFORNIA		
DEPUTY CITY ATTORNEY		
AGENCY NAME <u>California High-Speed Rail Authority</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jeannie Jones, Chief Administrative Officer</u>		
ADDRESS <u>770 L Street, Suite 620, Sacramento, CA 95814</u>		
		<input checked="" type="checkbox"/> Exempt per: PUC 185036

1. Exhibit A, Scope of Work, Section 1, Background and Purpose, Section D is replaced in its entirety and shall read as follows:

“D. All inquiries regarding this Agreement will be directed to the project representatives identified below:

AUTHORITY	CONTRACTOR
Contract Manager: Walid Khalife	Project Manager: Jessica Zenk Interim Deputy Director
Address: 770 L Street, Suite 620, MS 2 Sacramento, CA 95814	Address: 200 East Santa Clara Street San Jose, CA 95113
Phone: (916) 330-5671	Phone: (408) 535-3543
Email: Walid.Khalife@hsr.ca.gov	Email: Jessica.Zenk@sanjoseca.gov

The Contract Managers may be changed without amendment and with written notification.”

2. Exhibit A, Scope of Work, Section 2, Scope of Work, Tasks, Deliverables, and Schedule, Section B is replaced in its entirety and shall read as follows:

“B. Contractor will be reimbursed for its actual, direct, and necessary expenses in its performance of the following:

	Task	Description	Deliverable	Schedule
1.	Technical/Engineering Review Support	Staff time to review technical/preliminary engineering documents submitted by Authority.	Comments on technical/preliminary engineering documents.	Through expiration or termination of the Agreement
2.	Technical/Engineering Review Support	Staff time for identifying existing conflicts with the local and regional transportation network (to include, but not limited to, trails, bike and pedestrian facilities) and other public infrastructure to include, but limited to, parks, libraries and fire stations.	Report identifying any conflicts for Contractor owned and maintained utilities and facilities.	Through expiration or termination of the Agreement
3.	Technical/Engineering Review Support	Staff time for coordination with the Authority and its representatives.	Participation in coordination activities.	Through expiration or termination of the Agreement
4.	Technical/Land Use Review Support to include Historic Preservation	Staff time for coordination with the Authority on changes, modifications and/or conflicts with existing, designated and/or planned land uses identified in the CITY’s 2040 General Plan.	Participation in coordination activities.	Through expiration or termination of the Agreement
5.	Agreement Development	Staff time for cooperative/master agreement review.	Participation in meetings and review of draft contract and other documents.	Through expiration or termination of the Agreement

	<u>Task</u>	<u>Description</u>	<u>Deliverable</u>	<u>Schedule</u>
6.	Agreement Development	Staff time for task order/utility agreement template review.	Participation in meetings and review of draft contract and other documents related to city infrastructure modifications.	Through expiration or termination of the Agreement
7.	Agreement Development	Staff time for right-of-way transfer agreement review.	Participation in meetings and review of draft contract and other documents.	Through expiration or termination of the Agreement
8.	Agreement Development	Staff time for grade separation agreement review.	Participation in meetings and review of draft contract and other documents.	Through expiration or termination of the Agreement
9.	Agreement Development	Staff time for ownership and maintenance agreement review.	Participation in meetings and review of draft contract and other documents.	Through expiration or termination of the Agreement
10.	Agreement Development	Attorney time for legal review as specified by the Notice to Proceed issued by the Authority.	Legal review of documents and meeting with Authority attorneys.	Through expiration or termination of the Agreement
11.	Agreement Development	Staff, subcontractor, and attorney time for preparation of City Council and Committee materials and reports as specified by Authority in Notice to Proceed.	Materials and reports for City Council and/or Committee.	Through expiration or termination of the Agreement
12.	Right-of-way Support	Staff and subcontractor time for property rights research as specified by Authority in Notice to Proceed.	Reports detailing property rights.	Through expiration or termination of the Agreement
13.	Right-of-way Support	Staff and attorney time for review of abandonment, vacation, or legal transfer of right-of-way issues, as specified by the Notice to Proceed issued by the Authority.	Abandonment, vacation, or legal transfer of right-of-way and supporting documentation.	Through expiration or termination of the Agreement
14.	Right-of-way Support	Staff and attorney time for preparation of City Council and Committee materials and reports as specified by the Notice to Proceed issued by the Authority	Presentations to City Council and/or Committee, if any.	Through expiration or termination of the Agreement

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3. Exhibit B – Budget Detail and Payment Provisions, Section 2D is replaced in its entirety as follows:
- D. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, the Authority shall reimburse the CITY for actual costs incurred. Contractor shall provide 1 original and 2 copies, as set forth below, of the invoice for payment. Invoices shall also be submitted no more than monthly in arrears and within 30 days of when services are provided to:

(1 original and 1 copy)
Financial Office
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814
accountspayable@hsr.ca.gov

- E. One copy of the invoice shall be submitted to the Authority Contract Manager identified in Exhibit A, Section 1D.
4. Exhibit D – Special Terms and Conditions, Section 3A is amended as follows:
- A. CITY may not subcontract any work or portion of work unless specifically provided otherwise in the Scope of Work and agreed to by the Authority Contract Manager.
5. Attachment 1 – Budget is replaced in its entirety and attached hereto as Attachment 1 – Budget.

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ATTACHMENT 1

BUDGET

Classification/Title	\$/Hr	Fringe \$/Hr	FY 2019 Overhead \$/Hr	Total Rate \$/Hr
Director	\$115.07	\$117.37	\$63.83	\$296.27
City Clerk	\$93.23	\$95.09	\$51.71	\$240.04
Assistant Director	\$100.32	\$102.33	\$55.65	\$258.30
Deputy Director	\$87.54	\$89.29	\$48.56	\$225.39
Division Manager	\$75.80	\$77.32	\$42.05	\$195.16
Principle Engineer	\$75.80	\$77.32	\$42.05	\$195.16
Deputy City Attorney	\$71.27	\$72.70	\$39.53	\$183.50
Administrative Office	\$66.76	\$68.10	\$37.03	\$171.89
Senior Engineer	\$69.78	\$71.18	\$38.71	\$176.35
Senior Transportation Specialist/ Rail Planning Manager	\$63.88	\$66.16	\$35.43	\$165.47
Planner IV	\$57.92	\$59.08	\$32.13	\$149.13
Associate Engineer	\$58.12	\$59.28	\$32.24	\$149.64
Senior Analyst	\$50.01	\$51.01	\$27.74	\$128.76
Real Property Agent II	\$45.62	\$46.53	\$25.31	\$117.46
Analyst I/II	\$42.81	\$43.66	\$23.75	\$110.22

